BENGALURU METROPOLITAN TRANSPORT CORPORATION
Central Offices:: Shanthinagar:: Bangalore

Proceedings of the Pre-Bid meeting held on 04.03.2024 regarding Selection of Service Provider for Procurement, Operation and Maintenance of 120 Nos. 900mm floor height city type 9 Mtr Non AC Electric Buses on Gross Cost Contract (GCC) Model under the National Clean Air Programme (NCAP) and State Urban Transport Fund (SUTF) of Directorate of Urban Land Transport (DULT) .
Tender No :BMTC/2023-24/SE0217/CALL-4 Dtd.01.03.2024

Present:

Sl. No.	Committee Members
1	Chief Mechanical Engineer, BMTC
2	Chief Traffic Manager(Operation), BMTC
3	Controller of Stores & Purchase, BMTC
4	Chief Accounts Officer-FA, BMTC
5	Chief Civil Engineer, BMTC

Sl No	Companies
1	M/s.Ohm Moblity Pvt. Ltd. (virtually attended)
2	M/s.EKA Pinnacle Mobility Solutions Pvt. Ltd.

The Chief Mechanical Engineer, BMTC welcomed the committee members and also the representatives of the companies and informed that the Tender No :BMTC/2023-24/SE0217/CALL-4 Dtd.01.03.2024 was floated for Selection of Service Provider for Procurement, Operation and Maintenance of 120 Nos. 900mm floor height city type 9 Mtr Non AC Electric Buses on Gross Cost Contract (GCC) Model under the National Clean Air Programme (NCAP) and State Urban Transport Fund (SUTF) of Directorate of Urban Land Transport (DULT).

The queries submitted by the firms and the decision of BMTC are as under:

Sl. No.:	Clause No	Page No.:	Tender clause description	Request for change/ clarification for	Decision of BMTC
			M/s. OHM Global Mobility Private Limited,		
1	Volume I / Section 1/ General Clause No.1.4	6	A total of 03 (three) depots and 03 (three) locations for opportunity charging will be provided by the authority for operations of 120 Non AC, 9 mtr, 900mm floor height electric bus.	Request Authority to allocate 1 depot for all 120 Non-AC 9 mtr buses.	Adhere to tender condition. Please refer the tender documents uploaded on 01.03.2024

2	Volume I / Section 2 Clause No. 13.5 – Financial Proposal	13	While preparing the Financial Proposal, Bidders shall take into account the requirements and conditions of the RFP Document. The Bidder should quote per kilometer rate inclusive of electricity cost (including fixed charges, cess, surcharge taxes & other charges levied by BESCOMS time to time on account of charging of the buses). The other parameters i.e. cost of bus, cost of battery, cost of one charger and cost of electric infrastructure per depot has to be scanned and uploaded along with the technical bid as per Annexure-13.	The electricity cost considered is inclusive of current Energy Charges, Demand charges, FPPPA (Fuel & Power Purchase Price Adjustment) Charges & Electricity Tax. Any increase/decrease in the FPPPA cost also to be considered while revised the rates on account of electricity charges. The change in Electric Cost would be a change in law	Adhere to the tender condition Please refer the tender documents uploaded on 01.03.2024
3	Volume I / Section 2& Volume 3 Clause No. 23. PERFORMANCE SECURITY&9.1.1	V II - 17 V3 –39 of 212	22.1 The Successful Bidder shall furnish, within twenty-one (21) days of the issue of Letter of Acceptance (LOA), an unconditional Bank Guarantee (BG) from a Nationalized Bank or Scheduled Bank, **for an amount of 5% of the contract value** covering performance obligations and valid for a period of 90 days beyond the date of completion of the contract period.	22.1 The Successful Bidder shall furnish, within twenty-one (21) days of the issue of Letter of Acceptance (LOA), an unconditional Bank Guarantee (BG) from a Nationalized Bank or Scheduled Bank, for an amount of ~~5% of the contract value~~**Rs. 50,000 per Bus**covering performance obligations and valid for a period of 2 years initially. BG will be renewed every 2 years till the completion of the contract period.	Adhere to the tender condition Please refer the tender documents uploaded on 01.03.2024
4	Volume I / Section 2 & Volume 3 Clause No. 23. PERFORMANCE SECURITY & 9.1.2	V II - 18 V3 – 39 of 212	23.2 BMTC will be providing a subsidy of Rs. 15,00,000/- (Indian Rupees fifteen lakh only) per bus to the successful bidder. The BG shall be furnished for an amount equivalent towards subsidy given by BMTC per bus towards Subsidy Performance Security (as and when released by BMTC), valid for a period of 5 (five) years from the date of submission of BG.	The subsidy BG can be reducing year on year by 20% for the 5 (five) years.	Adhere to the tender condition Please refer the tender documents uploaded on 01.03.2024
5	Volume II Technical Specifications for 9m single decker buses	2	3. VI. Charging Time: 2 hours- overnight charging	VI. Charging Time: 3 hours- overnight charging	Adhere to the tender condition Please refer the tender documents uploaded on 01.03.2024

6	Volume II 12. Charging Range	3	The battery shall have capacity to operate 120 kms in single charge at 80% SOC and opportunity charging of 45 minutes with assured kms of 250km per day	The battery shall have capacity to operate 120 kms in single charge at 80% SOC duly certified as per **AIS 040** standard by testing agency as per CMVR and and opportunity charging of 45 minutes **(Depot In & Depot Out)** with assured kms of 180 kms per day	Adhere to the tender condition Please refer the tender documents uploaded on 01.03.2024
7	Volume II clause No. 13.1 - A	4	Overall length (excluding bumper): 8400-9500 mm	Overall length (excluding bumper): 9000-9500 mm	Adhere to the tender condition Please refer the tender documents uploaded on 01.03.2024
8	Volume II 13.1 - B	4	Overall width (solebar/floor level- extreme points): As per CMVR	Overall width: 2450 – 2600mm	Adhere to the tender condition Please refer the tender documents uploaded on 01.03.2024
9	Volume II		Technical specifications: ITS	Request to include Camera based Automatic Passenger Counters (APC) in line with CESL, Government of India, PM E-Bus Sewa tender Technical specification clause no. 28 – 8 Camera Based Passenger Counters: 2 At each door as per the specifications in Annexure 1.	Not Accepted
10	Volume III 4.1 Clause No. Conditions Precedent	Page 19 of 212	4.1.2 (c) procured if required for the Service Provider the Right of Way to the Depot Site in accordance with the provisions of Clause 10.3.1; and	Kindly request you to consider "Procuring Right of Way to Depot site" shall be in the scope of the Authority.	The existing depots will be handed over to bidder in as is where is condition

11	Volume III Clause No. 4.2 Damages for Delay by the Service Provider	Page 20 of 212	In the event that (i) the Service Provider does not procure fulfilment or waiver of any or all of the Conditions Precedent set forth in Clause 4.1.3 within the period specified in that Clause ,and (ii) the delay has not occurred as a result of breach of this Agreement by the Authority or due to Force Majeure, the Service Provider shall pay to the Authority Damages in an amount calculated at the rate of 0.25% (zero point two five percent) of the Performance Security for each day's delay until the fulfilment of such Conditions Precedent, subject to a maximum amount equal to the Bid Security, and upon reaching such maximum,	In the event that (i) the Service Provider does not procure fulfilment or waiver of any or all of the Conditions Precedent set forth in Clause 4.1.3 within the period specified in that Clause ,and (ii) the delay has not occurred as a result of breach of this Agreement by the Authority or due to Force Majeure, the Service Provider shall pay to the Authority Damages in an amount calculated at the rate of ~~0.25%~~0.1% (zero point ~~two~~ ~~five~~one percent) of the Performance Security for each day's delay until the fulfilment of such Conditions Precedent, subject to a maximum amount equal to the Bid Security, and upon reaching such maximum,	Adhere to the tender condition Please refer the tender documents uploaded on 01.03.2024
12	Volume III Clause No. 4.4	Page 20 of 212		Below Clause to be added: (a) In the event that the Authority does not procure fulfilment or waiver of the Conditions Precedent set forth in the Agreement, or, within the time period specified for the fulfilment of such Condition Precedent, the Authority shall pay to the Service Provider Damages in an amount calculated at the rate of 0.1% (zero point one per cent) of the Performance Security for each day's delay until the fulfilment of such Conditions Precedent, subject to a maximum of 20% (twenty per cent) of the Performance Security. If the Authority delays in fulfilling its Conditions Precedent such that the cap on Damages set out herein is breached, then the Authority may continue to pay the Service	Not Accepted

12	Damages for delay by the Authority			Provider Damages in an amount calculated at the rate of 0.1% (zero point one per cent) of the Performance Security for each additional day's delay and if the Authority fails to pay such Damages, the Service Provider may, in its sole discretion, terminate the Agreement. Provided that in the event of a delay by the Service Provider in procuring fulfilment of any of its Conditions Precedent specified in Clause 4.1.3 and where such delay impacts the Authority's ability to fulfil any of its Conditions Precedents, no Damages shall be due or payable by the Authority under this Clause 4.5 until the date on which the Service Provider shall have procured fulfilment of the relevant Conditions Precedent specified in Clause 4.1.3.	
13	Volume III Clause No. Article 5	Page 22 of 212	5.1.14 Make adequate arrangement for attending to road calls on-line, towing of failed Buses, if required, clearance of bus ways, etc. in least possible time. **If failed to resolve the issue within one hour, Rs.500 shall be levied for each break down.**	Request amendment. 5.1.14 Make adequate arrangement for attending to road calls on-line, towing of failed Buses, if required, clearance of bus ways, etc. in least possible time.	Adhere to the tender condition Please refer the tender documents uploaded on 01.03.2024
14	Volume III Clause No. 5.10Obligations relating to charging infrastructure	Page 31 of 212	5.10.1 The Service Provider agrees that it shall provide for charging infrastructure at the designated Maintenance Depots/Opportunity charging locations and numbers as per the operational plan with mutual consent depending upon the operation of buses and shall provide adequate infrastructure for metering of consumption of electricity at each of the individual charging stations. The Service Provider agrees that it shall ensure that the charging stations installed at the Maintenance Depots are used only for the purpose of charging of Buses deployed for the Project and no other purpose whatsoever.	Request Authority to share the details tentative Bus Route Schedule and locations of opportunity charging locations to arrive accurate Peak load demand/No. of Chargers at each of these opportunity charging locations.	The details will be provided to the successful bidder

15	Volume III Clause No. 5.10 Obligations relating to charging infrastructure	Page 31 of 212	5.10.2 The Service Provider agrees that it is also responsible for providing the charging infrastructure at any third party locations that maybe required by them to ensure that the Buses deployed, operate for a minimum of 250 Kms per day. **The Service Provider shall undertake the design, engineering, procurement, construction and operation of charging infrastructure and upstream power connectivity, etc.** The Authority assist the Service Provider in undertaking any permissions, permits, etc., as the case maybe, but is not responsible or guarantee in anyway whatsoever for such support and approval from time to time. Existing depots will be provided to service provider as is where is condition and BMTC will be providing 11KV line up to depot gate.	The Authority should provide Upstream Power Connection up to 11kv line till the Depot Premises (including any Depots) and Service Provider will be responsible for only Downstream Infrastructure within the Depot premises	Existing depots will be provided to the service provider in as is where is condition and BMTC will be providing 11 KV line upto metering cubical near depot gate
16	13.4 Prototype	Page 48 of 212	13.4.1 The Service Provider shall, no later than **30 days from the date of issue of LoA,** provide to the Authority 3 (three) copies of the Designs and Drawings of the Prototypes, as specified in Schedule-F. The Service Provider shall also share homologation certificate and any propriety information forming part of Designs and Drawings of the bus during Prototype inspection	13.4.1 The Service Provider shall, no later than ~~30~~**90 days from the date of issue of LoA,** provide to the Authority 3 (three) copies of the Designs and Drawings of the Prototypes, as specified in Schedule-F. The Service Provider shall also share homologation certificate and any propriety information forming part of Designs and Drawings of the bus during Prototype inspection	Adhere to the tender condition Please refer the tender documents uploaded on 01.03.2024
17	Volume III Clause No. 13.6 Supply of Prototype	Page 49 of 212	13.6.1 The Service Provider shall, no later than 60 (thirty) days or as per the mutually agreed delivery schedule from the Appointed Date, supply a Prototype bus (ensuring registration formalities are completed) and demonstrate to the Authority, tests and trials to be conducted in accordance with the provisions of Clause13.4.	13.6.1 The Service Provider shall, no later than **120 (One Hundred and Twenty)** days or as per the mutually agreed delivery schedule from the Appointed Date, supply a Prototype bus (ensuring registration formalities are completed) and demonstrate to the Authority, tests and trials to be conducted in accordance with the provisions of Clause13.4.	Adhere to the tender condition Please refer the tender documents uploaded on 01.03.2024

18	Volume III Clause No. 13.6 Supply of Prototype	Page 49 of 212	13.6.2 In the event that the Service Provider fails to supply the Prototype bus within the period specified in Clause 13.4.1, the Authority may recover from the Service Provider an amount of **INR 25,000/- excluding applicable taxes per day from the Performance Security** as Damages or part thereof, by which the delivery of the Prototype is delayed, provided that such Damages shall not exceed 10% (ten percent) of the Performance Security	In the event that the Service Provider fails to supply the Prototype bus within the period specified in Clause 13.4.1, the Authority may recover from the Service Provider an amount of **INR 5,000/- excluding applicable taxes per day from the Performance Security** as Damages or part thereof, by which the delivery of the Prototype is delayed, provided that such Damages shall not exceed 10% (ten percent) of the Performance Security	Adhere to the tender condition Please refer the tender documents uploaded on 01.03.2024
19	Volume III Article 17	Page 61 of 212	17.1.3 The service provider shall conduct training on maintenance activities of electric buses for authority's staff **as decided by the authority**	The service provider shall conduct training on maintenance activities of electric buses for authority's staff **as per mutually agreed schedule**	Adhere to the tender condition Please refer the tender documents uploaded on 01.03.2024
20	Volume III Article 17	Page69 of212		1. Request Authority to provide Driver rest rooms at Opportunity Charging Locations for the buses coming in for Night Parking. 2. Request Authority to provide dedicated depots for EV Bus operations to avoid complications in sharing with other service providers.	Not Accepted
21	Volume III Article 17	Page69 of212		Along with the space for Charing & Parking of buses, the Maintenance depot to be handed over by authority will also consist of. a) RCC Flooring b) Boundary compound wall c) Exit/Entry Gate d) Sufficient No. Service Pits/depot. e) Sufficient Covered Maintenance Bays/depot f) Washing Bays including sufficient No. of Bus washers/depot. g) Office room spaces. h) Storerooms spaces. i) Common Toilets	Existing depots will be provided to the service provider in as is where is condition

22	Volume III Clause No. 17.25.4	Page69 of212	The Authority shall provide 11 KV (Eleven kilo volt), 3-phase connection for charging of Buses. The required up-stream power depending upon charging of buses will be provided by the Authority at the depots/bus stands earmarked for operation of electric buses. Subject to Clause 5.2, supply of electricity and water at the Maintenance Depots shall be procured by the Service Provider at its own expense and the Service Provider shall provide for a sub- station for step-up and step-down of power within the Maintenance Depots. It is clarified that the distribution of power for the purpose of charging Buses shall be arranged by the Service Provider, and it shall procure Applicable Permits for the same.	Request Authority to support depotwise in 11kV Electricity meter connection 'name change' (from BMTC) to Service Provider's name inorder to bring in the Renewable Energy for eBus Charging. This is to ensure the Project has Zero Carbon Footprint.	Adhere to the tender condition Please refer the tender documents uploaded on 01.03.2024
23	Volume III Clause No. 21.1Financial Close	Page 84 of 212	21.1.2 The Service Provider shall, upon occurrence of Financial Close, notify the Authority forthwith, and shall have provided to the Authority, at least 2 (two) days prior to the Financial Close, 3 (three) true copies of the Financial Package and the Financial Model, duly attested by a Director of the Service Provider, along with 3 (three) soft copies of the Financial Model in MS Excel version or any substitute thereof, which is acceptable to the Senior Lenders.	21.1.2 The Service Provider shall, upon occurrence of Financial Close, notify the Authority forthwith, and shall have provided to the Authority, at least 2 (two) days prior to the Financial Close, 3 (three) true copies of the Financial Package and the Financial Model, duly attested by a Director of the Service Provider, along with 3 (three) soft copies of the Financial Model in MS Excel version or any substitute thereof, which is acceptable to the Senior Lenders **and if applicable, 3 (three) true copies of the Bus Lease Agreement(s).**	Adhere to the tender condition Please refer the tender documents uploaded on 01.03.2024
24	Volume III 22.3 Payment of Fee	Page 86 of 212	22.3.2 The Authority shall within a period of 30 (thirty) days from receipt of the invoice, subject to verification of the invoice against the records that it has in relation to the Bus Service, Fine to be levied by the Authority as per Key Performance Indicators defined in Article 20 and submission of proof of payments towards PF and ESI make the payments. All payments shall be made by the Authority to the Service Provider after making applicable deductions such as penalties and any tax at source under Applicable Law.	Kindly request you to make payment within 15days of receipt of Invoice	Adhere to the tender condition Please refer the tender documents uploaded on 01.03.2024

25	Volume III Clause No. 22.5 Payment for underutilized kilometre	Page 87 of 212	22.5.1 If the actual Bus Kilometres is below the assured utilization over a period of six months, then the payment for any underutilized kilometres shall be calculated on the following basis: Payment for underutilized kilometres: **= [(Assured km of all contracted buses for the six-month period – Actual bus kilometres operated by all available fleet during the relevant period of six calendar months) X PK Fee X 0.75]**	22.5.1 If the actual Bus Kilometres is below the assured utilization over a period of six months, then the payment for any underutilized kilometres shall be calculated on the following basis: Payment for underutilized kilometres: **= [(Assured km of all contracted buses for the six month period – Actual bus kilometres operated by all available fleet during the relevant period of six calendar months) X PK Fee X 1.0]**	Adhere to the tender condition Please refer the tender documents uploaded on 01.03.2024
26	Volume III Clause No. 22.6 Payment for Excess kilometre	Page 88 of 212	Payment for excess kilometer = [(Actual kilometers Operated by all available buses within contracted buses for the six-month period– (Assured km of all contracted buses for the six-month period)) X PK Fee X 0.5]	Payment for excess kilometre = [(Actual kilometres Operated by all available buses within contracted buses for the six-month period– (Assured km of all contracted buses for the six month period)) X PK Fee X 1.0]	Adhere to the tender condition Please refer the tender documents uploaded on 01.03.2024
27	Volume III Clause No. 22.7 Revision of Fee	Page 88 of 212	22.7.1 The Basic Quoted Rate per kilometer for Hiring of Electric AC Buses will be revised annually **@ 1.0% of Basic Quoted Rate from 3rd year of the date of COD** throughout the contractual period to accommodate price escalation on account of cost of maintenance, material and manpower. **However, for**	Request to amend the revision of fee in line with CESL Government of India tender clause, 22.4: "The Parties agree that the PK Fee shall be revised every 6-months from the date of signing of this Agreement to accommodate price escalation on account of cost of maintenance, material and manpower. "Revision in PK Fee" will be calculated based on the formulae given below: PK fees (revised) = (PK fees) + (PK Fee x (CPIMonth – CPIBase)/ CPIBase x 0.05) + (PK Fee x (MWMonth – MWBase)/ MWBase x 0.25) Where, CPI Base = Index value issued by Government of India's Labour Bureau's	Adhere to the tender condition Please refer the tender

27			**the first two years, there will be no revision for Hiring Charges** and any increase in electricity tariff will be borne by Authority only until 1.3 kwh/km and if reduction in electric city tariff will be passed on to Authority.	Consumer Price Index for Industrial Workers (CPI- IW) at the time of Bid end date. CPI Month = Index value issued by Government of India's Labour Bureau's Consumer Price Index for Industrial Workers (CPI- IW) for particular month when the price variation is applicable. MWBase = Minimum wages notified by the Labour department of that state applicable at the time of bid end date for skilled category MWMonth= Minimum wages for skilled category for particular month, notified by the Labour department of that state	documents uploaded on 01.03.2024
28	Volume III Clause No. 27.1 Escrow Account	Page 97 of 212	27.1.3 The Authority shall throughout the Contract Period maintain in the Escrow Account, estimated Fee payable to the Service Provider as a revolving fund and for this purpose, the Authority shall replenish with its own resources, any deficit that may arise in maintaining such balance of funds	27.1.3 The Authority shall throughout the Contract Period maintain in the Escrow Account, **3 (Three) months**estimated Fee payable to the Service Provider as a revolving fund and for this purpose, the Authority shall replenish with its own resources, any deficit that may arise in maintaining such balance of funds	Adhere to the tender condition Please refer the tender documents uploaded on 01.03.2024
29	Volume III Clause No. 32.3.2 In case of Service Provider Default	Page 112 of 212	Upon Termination on account of successful bidder Default during the Contract Period, the Authority shall pay to the successful bidder by way of Termination Payment, an amount equal to: 90% (ninety per cent) of the Debt Due less Insurance Cover;	Upon Termination on account of successful bidder Default during the Contract Period, the Authority shall pay to the successful bidder by way of Termination Payment, an amount equal to: 90% (ninety per cent) of the Debt Due **including Lease Amounts** less Insurance Cover;	Adhere to the tender condition Please refer the tender documents uploaded on 01.03.2024

30	Volume III Clause No. 32.3.3 In case of authority Default	Page 112 of 212	Upon Termination on account of BMTC Default, the BMTC shall pay to the successful bidder, by way of Termination Payment, an amount equal to: (a) Debt Due (b) 115% (one hundred and fifteen per cent) of the Adjusted Equity; and	Upon Termination on account of BMTC Default, the BMTC shall pay to the successful bidder, by way of Termination Payment, an amount equal to: (a) Debt Due (b) **150%** (one hundred and fifteen per cent) of the Adjusted Equity; and	Adhere to the tender condition Please refer the tender documents uploaded on 01.03.2024
31	Volume III Schedule G	Page 157 of 212	Sr. No. Number of Buses Activity Timeline 1 - Release of Order = M 2 01 Prototype delivery of bus = M+ 60 days 3 119 Delivery of 100% of tendered vehicles = M+180 days	Sr. No. Number of Buses Activity Timeline 1 - **Signing of Agreement** = M 2 01 Prototype delivery of bus = M+ 90 days 3 119 Delivery of 100% of tendered vehicles Within 180 days from Prototype approval.	Adhere to the tender condition Please refer the tender documents uploaded on 01.03.2024
32	Volume III Schedule L	Page 171 of 212	MAINTENANCE DEPOTS EQUIPMENT: (This is in addition to the specific equipment's required for electric buses)	MAINTENANCE DEPOTS EQUIPMENT (The maintenance depot equipment specified is only indicative and all equipment will be finalized based on the list recommended by OEM & service providers for bus O&M)	Please refer the tender documents uploaded on 01.03.2024
	M/s. EKA by Pinnacle Mobility Soultions Pvt. Ltd.				
33	Vol-1 ITB 4 Evaluation of Qualification Proposal	Page 22	Section 2, Clause 4, ELIGIBILITY OF THE BIDDERS "Should have manufactured 80% of the tendered quantity i.e., 96 Nos buses of any electric bus model, cumulative in the last three financial years i.e., 2020-21, 2021-22 & 2022-23. Should submit copies of Invoices/Delivery Completion certificates."	We request the following provision: "The Bidder shall have an experience of supply, operate and maintain minimum 25 (nos) e-buses in India in last 5 Financial Years preceding the Bid Due Date or The Bidder has an experience of supply,	Adhere to the tender condition Please refer the tender documents uploaded on 01.03.2024

34	Formation of SPV after winning the contract		Not Availble in RFP	With a view to fund the capital expenditure related to the project, a Special Purpose Vehicle (SPV) may be allowed to be incorporated by the winning bidder (OEM). Almost all the bids in the GCC segment allows formation of SPV with OEM being shareholder in the SPV. Draft provision regarding formation of a SPV related matters is provided below for consideration: "A Bidder being declared as the Successful Bidder for the Project may incorporate a limited liability company under Indian Companies Act, 2013. However, the Bidder (OEM) shall hold majority stake in the SPC for a period of (2) years during the term of the Operator Agreement (on Concession Agreement); after the said period the said sole bidder/lead bidder may reduce its stake to not less than 26 %." (Reference: (a) RfP issued by BEST 250 AC SD buses in October 2023 (b) CESL – PM e-Bus Sewa tender issued in November 2023 (c) multiple tenders issued by State of Gujarat, Maharashtra etc.)	Adhere to the tender condition Please refer the tender documents uploaded on 01.03.2024

CME, BMTC

CTM(O), BMTC

CAO, BMTC

COSP, BMTC

CCE, BMTC